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10  
11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 KRISTIN LANGLOIS,  
14 Plaintiff,  
15 v.  
16 HENRY LEGAL GROUP, PLLC  
17 d/b/a HEARTLAND LEGAL  
18 GROUP, LLC,  
19 Defendant.

20 Case No. 8:22-cv-00874

21 **COMPLAINT FOR DAMAGES**

22 **1. VIOLATIONS OF THE CREDIT  
23 REPAIR ORGANIZATIONS ACT, 15  
U.S.C. §1679 ET SEQ.;**

24 **2. VIOLATION OF THE  
25 CALIFORNIA CREDIT SERVICES  
ORGANIZATIONS ACT OF 1984,  
CAL. CIV. CODE §1789.10 ET SEQ.**

26 **3. VIOLATIONS OF THE  
27 CALIFORNIA FAIR DEBT  
SETTLEMENT PROCEDURE ACT,  
CAL. CIV. CODE § 1788.300 *et seq.*;**

28 **DEMAND FOR JURY TRIAL**

29 **COMPLAINT**

30 NOW comes KRISTIN LANGLOIS (“Plaintiff”), by and through the  
31 undersigned, complaining as to the conduct of HENRY LEGAL GROUP, PLLC  
32 d/b/a HEARTLAND LEGAL GROUP, PLLC (“Defendant”) as follows:

33 **NATURE OF THE ACTION**

1. Plaintiff brings this action for damages pursuant to the Credit Repair Organizations Act (“CROA”) under 15 U.S.C. § 1679 *et seq.* the California Credit Services Organizations Act of 1984 (“CCSOA”) pursuant to Cal. Civ. Code §1789.10 *et seq.*, and the California Fair Debt Settlement Practices Act (“CFDSPA”) under Cal. Civ. Code § 1788.300 *et seq.* for Defendant’s unlawful conduct.

## JURISDICTION AND VENUE

2. This action arises under and is brought pursuant to the CROA. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C §1679, as well as 28 U.S.C. §§1331 and 1337, as the action arises under the laws of the United States. Supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1337.

3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Defendant conducts business within the Central District of California and a substantial portion of the events or omissions giving rise to the claims occurred within the Central District of California.

## PARTIES

4. Plaintiff is a natural “person,” as defined by 47 U.S.C. § 153(39), over 18 years of age, residing in Huntington Beach, California, which lies within the Central District of California.

5. Defendant is a credit repair organization that offers its clients both legal and non-legal services designed to resolve their debt issues, in turn allowing such

1 consumer's to improve their credit history by using Defendant's service. Defendant  
2 is a professional limited liability company organized under the laws of the state of  
3 Michigan with its principal place of business located at 41000 Woodward Avenue,  
4 Suite 350, Bloomfield Hills, Michigan.

6 6. Defendant is a "person" as defined by 47 U.S.C. §153(39).

7 7. Defendant acted through its agents, employees, officers, members, directors,  
8 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives  
9 and insurers at all times relevant to the instant action.

10 **FACTS SUPPORTING CAUSES OF ACTION**

11 8. In approximately February 2020, Plaintiff was seeking to improve her credit  
12 and try and resolve some debts that were appearing on her credit report, and began  
13 considering whether to enlist the services of a credit repair organization or debt  
14 consolidation company.

15 9. Plaintiff subsequently came upon Defendant.

16 10. Plaintiff spoke with Defendant, who in turn subjected Plaintiff to an in-person  
17 meeting to explain the nature of its services and what Plaintiff could expect.

18 11. Plaintiff was informed that she would enroll a number of debts in Defendant's  
19 program, make monthly payments to Defendant, and once there were enough funds  
20 from which Defendant could negotiate with her creditors, Defendant would begin  
21 working on resolving Plaintiff's debts with the creditors or those seeking collection  
22 of the enrolled debts.

1       12. Plaintiff clarified that she wanted the debts resolved so as to improve her  
2 credit history, and Defendant advised that, while there may be a slight diminishment  
3 to her credit score by using Defendant's program, ultimately her credit history would  
4 improve because she would have resolved debts that otherwise went unresolved.

5       13. Plaintiff subsequently entered into a contract with Defendant for the provision  
6 of its credit repair services and enrolled two debts in Defendant's program – one  
7 owed to Barclays Bank, and another owed to Lending Club.

8       14. Plaintiff's payments to Defendant totaled approximately \$600 each month.

9       15. However, Defendant inappropriately took from Plaintiff's payments retainer  
10 fees and other service-related fees purportedly earned by Defendant, despite  
11 Defendant not having performed any services, let alone completely performing the  
12 services, that would have justified the retention of such fees.

13       16. Plaintiff persisted in making her monthly payments to Defendant for  
14 approximately two years.

15       17. Throughout this time, Plaintiff contacted Defendant on a number of occasions  
16 to inquire about the status of its services and how her payments were going towards  
17 resolving her debts.

18       18. In response to Plaintiff's requests for information, Defendant would  
19 persistently give Plaintiff the run-around and provide deflective answers about where  
20 exactly Plaintiff's payments were being directed.

19. Defendant persistently misrepresented where Plaintiff's payments were going as it suggested they were being put towards the enrolled debts.

20. Additionally and upon information and belief, Defendant was charging Plaintiff for additional service fees that had not been previously explained or disclosed to Plaintiff.

21. Wanting further information about the nature of Defendant's services, Plaintiff requested an accounting and itemization of where her funds were going; however, Defendant refused to provide any information or accounting of where Plaintiff's payments were being directed.

22. Additionally, despite Plaintiff making at least \$14,000 in payments to Defendant, Defendant failed to settle any of the debt Plaintiff had enrolled in Defendant's program, despite Plaintiff having directed more than enough funds for Defendant to reach such settlements.

23. Defendant represented to Plaintiff that her debts would be resolved once she had made enough payments – yet such representation was rendered false, deceptive, and misleading by the way in which Defendant went about administering Plaintiff's debt resolution program and its failure to even begin resolving Plaintiff's obligations despite her maintenance of more than enough payments.

24. Frustrated and distressed over Defendant's conduct, Plaintiff spoke with the undersigned regarding her rights.

1       25. Plaintiff has suffered concrete harm as a result of Defendant's actions,  
2 including but not limited to, emotional distress, aggravation, mental anguish,  
3 pecuniary harm, denial of the benefit of her bargain, making payments for deficient  
4 credit repair services, relying upon Defendant's representations to her detriment,  
5 being subjected to improper fees, as well as a violation of her state and federally  
6 protected interests – interests which were harmed and put at a material risk of harm  
7 as a result of Defendant's conduct.

8

9       **COUNT I – VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT**

10

11       26. Plaintiff repeats and realleges paragraphs 1 through 25 as though fully set forth  
12 herein.

13

14       27. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1679a(1) of the CROA.

15

16       28. Defendant is a “credit repair organization” as defined by §1679a(3) of the  
17 CROA, as it is a person who uses any instrumentality of interstate commerce or the  
18 mails to sell, provide, or perform any service, in return for the payment of money or  
19 other valuable consideration, for the express or implied purpose of improving a  
20 consumer's credit, credit history, or credit rating, or providing assistance to any  
21 consumer with regard to any activity or service for the purpose of improving a  
22 consumer's credit.

23

24       **a. Violations of CROA § 1679b(a)**

25

26       29. The CROA, pursuant to 15 U.S.C. § 1679b(a)(3) prohibits any person from  
27 “mak[ing] or us[ing] any untrue or misleading representation of the services of the

1 credit repair organization.” Additionally, pursuant to 15 U.S.C. § 1679b(a)(4), any  
2 person is prohibited from “engag[ing], directly or indirectly, in any act, practice, or  
3 course of business that constitutes or results in the commission of, or an attempt to  
4 commit, a fraud or deception on any person in connection with the offer or sale of  
5 the services of the credit repair organization.”  
6

7 30. Defendant violated the above referenced provisions of the CROA through its  
8 misrepresentations and deception as to the nature of the credit repair services it  
9 provided Plaintiff. Defendant represented to Plaintiff that, upon making enough  
10 payments to establish sufficient funds in a settlement fund, Defendant would be able  
11 to resolve her debts. However, despite Plaintiff sufficient payments from which at  
12 least one of the enrolled debts could have easily been resolved in line with  
13 Defendant’s representations, Defendant failed to do so. As such, Defendant  
14 deceptively represented the timeline by which Plaintiff’s payments would be  
15 sufficient to begin resolving her enrolled debts.  
16

17 31. Defendant further violated the above referenced provisions of the CROA  
18 through its deceptive and misleading representations regarding where Plaintiff’s  
19 payments were going. Throughout the parties’ dealings, Defendant deceptively and  
20 misleadingly provided Plaintiff the run-around on precisely where her fees were  
21 going. Defendant engaged in this deceptive and misleading conduct in order to  
22 mislead Plaintiff into thinking that Defendant’s retention of fees was justified, and  
23 to similarly attempt to convince Plaintiff that her fees were being applied as  
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28

1 originally represented, despite that not being the case. Defendant engaged in this  
2 deceptive and misleading run-around with Plaintiff in order to continue bilking  
3 payments from Plaintiff.  
4

5 32. Defendant further violated the above referenced provisions of the CROA by  
6 deceptively representing the effectiveness of its services. Despite Plaintiff making  
7 payments for years, Defendant has failed to address any of Plaintiff's enrolled debts.  
8

9 **b. Violations of CROA § 1679b(b)**

10 33. The CROA, pursuant to 15 U.S.C. § 1679b(b), provides that “[n]o credit repair  
11 organization may charge or receive any money or other valuable consideration for  
12 the performance of any service which the credit repair organization has agreed to  
13 perform for any consumer before such service is fully performed.”  
14

15 34. Defendant violated § 1679b(b) through its charging and receiving of money  
16 for services it agreed to perform for Plaintiff before such services were fully  
17 performed. Defendant's practice of charging a retainer for services upfront, before  
18 such services are performed, inherently violates the CROA. Defendant similarly  
19 withheld sums from credit repair services it never actually performed, and has not  
20 refunded such payments to Plaintiff.  
21

22 **c. Violation of CROA § 1679c**

23 35. The CROA provides that a credit repair organization must provide consumers  
24 with certain written disclosures in the contract underpinning the provision of credit  
25 repair services to consumer. Pursuant to 15 U.S.C. § 1679c(b), “the written  
26

1 statement required under this section shall be provided as a document which is  
2 separate from any written contract or other agreement between the credit repair  
3 organization and the consumer or any other written material provided to the  
4 consumer.”

5 36. Defendant violated 15 U.S.C. § 1679c through its failure to provide the written  
6 disclosures required under § 1679c. Defendant never provided such disclosures, nor  
7 did it provide a separate document containing such disclosures.

8 **d. Violation of CROA § 1679d(4)**

9 37. The CROA, pursuant to 15 U.S.C. § 1679d(4), requires credit repair  
10 organization to include, in the contract between them and a consumer, “a  
11 conspicuous statement in bold face type, in immediate proximity to the space  
12 reserved for the consumer’s signature on the contract, which reads as follows: ‘You  
13 may cancel this contract without penalty or obligation at any time before midnight  
14 of the 3<sup>rd</sup> business day after the date on which you signed the contract. See the  
15 attached notice of cancellation form for an explanation of this right.’”

16 38. Defendant violated 15 U.S.C. § 1679d(4) through its complete failure to  
17 provide the above disclosure in immediate proximity to the space reserved for  
18 Plaintiff’s signature on the contract. Nowhere in the contract between Plaintiff and  
19 Defendant does Defendant provide such a disclosure in bold face type in immediate  
20 proximity to the space reserved for Plaintiff’s signature, demonstrating Defendant’s  
21 direct violation of § 1679d(4).

1       39. As a result of Defendant's deficient contract, the contract should be deemed  
2 void and unenforceable. 15 U.S.C. § 1679f(c).  
3

4       **e. Violation of CROA § 1679f(b)**

5       40. The CROA, pursuant to 15 U.S.C. § 1679f(b) provides that, “[a]ny attempt by  
6 any person to obtain a waiver from any consumer of any protection provided by or  
7 any right of the consumer under [the CROA] shall be treated as a violation of [the  
8 CROA].”

9       41. Defendant violated 15 U.S.C. § 1679f(b) through its attempt to obtain  
10 Plaintiff's waiver of the protections afforded him under the CROA. In the contract  
11 between the parties, Defendant attempts to get Plaintiff to waive a number of rights  
12 and protections afforded her. For example, Defendant's contract attempts to  
13 preclude Plaintiff from recovering his attorneys' fees if she ultimately prevails on a  
14 claim against Defendant.

15       42. The CROA further dictates that any contract found not to be in compliance  
16 with the CROA “shall be treated as void” and “may not be enforced by any Federal  
17 or State court or any other person.” 15 U.S.C. § 1679f(c).

18       WHEREFORE, Plaintiff, KRISTIN LANGLOIS, respectfully requests that this  
19 Honorable Court enter judgment in her favor as follows:

20       a. Declaring that the practices complained of herein are unlawful and violate  
21 the aforementioned bodies of law;  
22       b. Awarding Plaintiff actual damages to be determined at trial, as provided  
23 under 15 U.S.C. § 1679g(a)(1);

- c. Awarding Plaintiff punitive damages, in an amount to be determined at trial, as provided under 15 U.S.C. § 1679g(a)(2)(A);
- d. Awarding Plaintiff costs and reasonable attorney fees as provided under 15 U.S.C. § 1679g(a)(3); and
- e. Awarding any other relief as this Honorable Court deems just and appropriate.

**COUNT II – VIOLATIONS OF THE CALIFORNIA CREDIT  
SERVICES ORGANIZATION ACT OF 1984**

43. Plaintiff restates and realleges paragraphs 1 through 42 as though fully set forth herein.

44. Plaintiff is a “buyer” as defined by Cal. Civ. Code § 1789.12(c).

45. Defendant is a “credit services organization” as defined by Cal. Civ. Code § 1789.12(a).

**a. Violation of CCSOA § 1789.13**

46. The CCSOA, pursuant to Cal. Civ. Code § 1789.13, provides a list of prohibited conduct for credit services organizations.

47. Pursuant to § 1789.13(a), a credit services organization cannot “charge or receive any money or other valuable consideration prior to full and complete performance of the services the credit services organization has agreed to perform for or on behalf of the buyer.”

48. Defendant violated § 1789.13(a) when it charged and received money from Plaintiff without fully completing the services. As alluded to *supra*, Defendant

1 improperly retained Plaintiff's payments without first fully performing the services  
2 justifying such retained payments.  
3

4 Pursuant to § 1789.13(g), credit services organization cannot “[m]ake or use  
5 untrue or misleading representations in the offer or sale of the services of a credit  
6 services organization.” Similarly, pursuant to § 1789.13(h), a credit services  
7 organization cannot “[e]ngage, directly or indirectly, in an act, practice, or course of  
8 business that operates or would operate as a fraud or deception upon a person in  
9 connection with the offer or sale of the services of a credit service organization.”  
10

11 50. Defendant violated §§ 1789.13(g)&(h) through its deceptive and misleading  
12 representations regarding the nature, cost, and efficacy of its services, as discussed  
13 *supra*.  
14

15 **b. Violations of CCSOA §§ 1789.14-1789.15**

16 51. The CCSOA, pursuant to Cal. Civ. Code § 1789.15, provides the extent of  
17 information that must be provided to a buyer by a credit services organization under  
18 § 1789.14.  
19

20 52. Defendant violated these provisions of the CCSOA by failing to provide  
21 Plaintiff such disclosures and similarly failing to provide Plaintiff a copy of the  
22 disclosures.  
23

24 **c. Violations of CCSOA § 1789.16(a)**  
25  
26  
27  
28

1       53. The CCSOA, much like the CROA, requires credit services organizations to  
2 include a conspicuous statement regarding a consumer's right to cancel a contract.  
3  
4 *See* Cal. Civ. Code § 1789.16(a)(1).

5       54. Defendant violated § 1789.16(a)(1) by failing to provide the required  
6 disclosure in the proper location in its contract with Plaintiff.  
7

8       WHEREFORE, Plaintiff, KRISTIN LANGLOIS, respectfully requests that this  
9 Honorable Court enter judgment in her favor as follows:

10      a. Declaring that the practices complained of herein are unlawful and violate  
11       the aforementioned statutes and regulations;  
12      b. Awarding Plaintiff actual damages pursuant to Cal. Civ. Code § 1789.21(a);  
13      c. Awarding Plaintiff punitive damages pursuant to Cal. Civ. Code §  
14       1789.21(a);  
15      d. Awarding Plaintiff's costs and reasonable attorney fees, pursuant to Cal. Civ.  
16       Code § 1789.21(a); and  
17      e. Awarding any other relief as this Honorable Court deems just and  
18       appropriate.

19

20       **COUNT III – VIOLATIONS OF THE CALIFORNIA FAIR DEBT SETTLEMENT**  
21       **PRACTICES ACT**

22       55. Plaintiff restates and realleges paragraphs 1 through 54 as though fully set forth  
23 herein.  
24

25       56. Plaintiff is a "consumer" as defined by Cal. Civ. Code § 1788.301(d).

26       57. Defendant is a "debt settlement provider" as defined by Cal. Civ. Code §  
27       1788.301(a).  
28

1       58. Defendant does not satisfy the test necessary to be exempted from the  
2 CFDSPA for attorneys and law firms, as it charges consumers, and charged Plaintiff,  
3 for the debt resolution services it was providing. *See* Cal. Civ. Code § 1788.304(c).

5           **d. Violation of CFDSPA § 1788.302**

6           **a. Violations of § 1788.302(a)**

7       59. The CFDSPA, pursuant to Cal. Civ. Code § 1788.302(a), provides that “[a]  
8 debt settlement provider shall not engage in false, deceptive, or misleading acts or  
9 practices when providing debt settlement services.” Further, “without limiting the  
10 general applicability of the foregoing,” conduct violates § 1788.302(a) if it includes  
11 “[o]mitting any material information.” Cal Civ. Code § 1788.302(a)(3).

12       60. Defendant violated § 1788.302(a) of the CFDSPA in much the same way it  
13 violated the CROA and CCSOA’s prohibitions on deceptive and misleading conduct.

14       61. Defendant further violated Cal. Civ. Code § 1788.302(a)(3) when it omitted  
15 material information from Plaintiff regarding the way in which Plaintiff’s payments  
16 were being applied. Plaintiff requested this material information, yet Defendant  
17 consciously chose to omit such material information from Plaintiff and thus leave her  
18 completely in the dark regarding how Plaintiff’s payments were being applied.

19           **b. Violations of § 1788.302(c)**

20       62. The CFDSPA, pursuant to Cal. Civ. Code § 1788.302(c), provides that “[a]  
21 debt settlement provider . . . shall not engage in unfair, abusive, or deceptive acts or  
22 practices when providing debt settlement services . . . .” Without limiting the general

1 applicability of this prohibition, it is considered unfair, abusive, and deceptive for a  
2 debt settlement provider to “request[] or receive[] payment of any fee or  
3 consideration for debt settlement services, unless and until”: (1) some sort of  
4 settlement or alteration of an enrolled debt has occurred; (2) a consumer has made at  
5 least one payment pursuant to the negotiated debt; and the fee must be proportional  
6 or otherwise represent a percentage of the amount saved. agreement between the  
7 consumer and the creditor. Cal. Civ. Code § 1788.302(c)(2).

10 63. Defendant violated § 1788.302(c) through its unfair and deceptive conduct  
11 directed towards Plaintiff. As alluded to *supra*., Defendant engaged in a series of  
12 deceptive and unfair conduct in connection with the services it provided Plaintiff.

14 64. Furthermore, Defendant violated § 1788.302(c)(2) through its requesting and  
15 receiving payment from Plaintiff for its debt resolutions services upfront, before  
16 completing any of the services it represented it would perform. Rather than wait to  
17 collect its fees until it actually provided some benefit to Plaintiff, Defendant instead  
18 began siphoning off Plaintiff’s payments for charges and fees it had not actually  
19 incurred and which were entirely premature given Defendant’s subsequent complete  
20 failure to perform any of the services it represented it would perform.

24 WHEREFORE, Plaintiff KRISTIN LANGLOIS, respectfully requests that this  
25 Honorable Court enter judgment in her favor as follows:

27 a. Declaring that the practices complained of herein are unlawful and violate  
28 the aforementioned statutes and regulations;

- b. Awarding Plaintiff actual damages pursuant to Cal. Civ. Code § 1788.305(b)(1)(B);
- c. Awarding Plaintiff statutory damages, pursuant to Cal. Civ. Code § 1788.305(b)(1)(A), of \$5,000.00 per violation of this title;
- d. Awarding Plaintiff punitive damages pursuant to Cal. Civ. Code § 1788.305(b)(3);
- e. Awarding Plaintiff's costs and reasonable attorney fees, pursuant to Cal. Civ. Code § 1789.21(a); and,
- f. Awarding any other relief as this Honorable Court deems just and appropriate.

Dated: April 26, 2022

Respectfully submitted,

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